



UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office
Address: COMMISSIONER FOR PATENTS
P.O. Box 1450
Alexandria, Virginia 22313-1450
www.uspto.gov

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/971,718	10/04/2001	Ranjit N. Notani	020431.1056	3043
53184	7590	07/09/2010	EXAMINER	
Booth Udall, PLC 1155 W Rio Salado Parkway Suite 101 Tempe, AZ 85281			SWARTZ, JAMIE H	
			ART UNIT	PAPER NUMBER
			3684	
			NOTIFICATION DATE	DELIVERY MODE
			07/09/2010	ELECTRONIC

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

patent@boothudall.com
steven@boothudall.com
dhinesbey@boothudall.com

Office Action Summary	Application No. 09/971,718	Applicant(s) NOTANI ET AL.	
	Examiner JAMIE H. SWARTZ	Art Unit 3684	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 28 February 2010.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-31 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-31 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|---|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input type="checkbox"/> Notice of Draftperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____ |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

Continued Examination Under 37 CFR 1.114

1. A request for continued examination under 37 CFR 1.114, including the fee set forth in 37 CFR 1.17(e), was filed in this application after final rejection. Since this application is eligible for continued examination under 37 CFR 1.114, and the fee set forth in 37 CFR 1.17(e) has been timely paid, the finality of the previous Office action has been withdrawn pursuant to 37 CFR 1.114. Applicant's submission filed on February 28, 2010 has been entered.

2. This action is in response to the amendment filed on February 28, 2010. Claims 1-31 are pending. Claims 1, 11, 21, and 31 are amended. No claims have been added. Claims 32-50 were previously cancelled.

Response to Arguments

3. Applicant's arguments filed February 28, 2010 have been fully considered but they are not persuasive.

4. The applicant disagrees with the examiners assertion of the broadest reasonable interpretation of the term meta-model. In order to use the logic of broadest reasonable interpretation the examiner must use it in light of the specification. The applicant also fails to point out why the meta-model could not mean a description of the structure of what data fields are included in the agreement. The use of meta-model "to mean a

Art Unit: 3684

description of the structure of what data fields are included in the agreement" is consistent with the specification. The applicant argues that meta-model in the specification page 7, lines 13-15 is clearly defined. Though the examiner does agree with the applicant that the term "meta-model" does occur in the specification the examiner asserts that the term is not defined in a way to allow one of ordinary skill in the art to use the invention. The definition, as pointed out by the applicant, as stated in the specification is abstract and vague. Trying to see if something is used or is not used as a "meta-model" element is not clearly defined. The term "meta-model" is abstract and value in its own nature. Though the applicant believes this definition causes the claims to be clear the examiner asserts that the definition is still vague. The examiner asserted a definition to the phrase "meta-model" to be a description of the structure of what data fields are included in the agreement for examination purposes. A complete examination of a patent cannot be done without a clear definition of the terms used in the application. The definition asserted by the examiner is based on a broadest reasonable interpretation. The examiner is not saying that the invention has to be specifically a description of the structure of what data fields are included in the agreement. The examiner said that the applicant "appeared" to use "meta-model" to mean a description of the structure of what data fields are included in the agreement. The purpose of stating that it was viewed as a trading partner agreement was to show how the claims were being interpreted by the examiner. Based on how a "meta-model" is defined in the specification and in the claims the examiner asserted that this "meta-model" could be a description of the structure of what data fields are included in the agreement. The

Art Unit: 3684

applicant even argues "a meta-model element containing at least the further limitation 'each capable of being negotiated by two or more enterprises and incorporated into a negotiated meta-model' is supported by the specification. A description of the structure of what data fields are included in the agreement can be negotiated by two or more enterprises and incorporated into a negotiated trading partner agreement. The applicant fails to disclose which portions of the "meta-model" as set forth by the specification negate the assertion of a description of the structure of what data fields are included in the agreement. The applicant fails to specifically mention one limitation of a "meta-model" that causes a description of the structure of what data fields are included in the agreement to not be a "meta-model." On page 16 of applicants arguments that applicant argues that by stating that a "meta-model may contain XML data or any other suitable type of software-readable data" doesn't mean that it does contain that data. The word "may" is not a definite. The examiner disagrees with any and all assertions that the definition of a meta-model is clear within the specification. Looking at claim 1, "each of the one or more meta-model elements is incorporated into a negotiated meta-model that describes an agreement between two or more enterprises..." thus each of the one or more descriptions of a trading partner agreement elements is incorporated into a negotiated description of a trading partner agreement that describes an agreement between two or more enterprises. It appears that the applicant is claiming a description of a description. How does one negotiated a description? How does one collaborate a description?

Art Unit: 3684

5. The specification does not clearly differentiate and define each use of the term meta-model in a way to allow one of ordinary skill in the art to use the invention. Since the term "meta-model" is not clearly defined the repetitious use of the term does not help to clearly define the various uses of the term. The examiner respectfully asserts that stating the various locations of the terms that are used in the spots that they are used in the claims does not help to define the terms. The examiner also respectfully asserts that the applicant has failed to show locations within the specification where the applicant believes that the different uses might be defined in such a way for one of ordinary skill in the art to use the invention.

6. The applicant argues on page 14 of applicants arguments that "if Examiner continues to contest Applicant's position that 'meta-model' is a term that was commonly known in the art at the time of the invention, Applicants respectfully request the Examiner refer to the plethora of other patents and publications dated prior to the filing date of the subject application that employ this term." By stating that the term is known in the art the applicant is not helping to define the invention. The examiner searching the database of patents and publications has found where an individual defines a meta-model as an informal tool. Within the structure of the invention it is unclear what negotiating an informal tool would deal with the claims. And further the applicant's invention should in the specification describe the invention in a way that an individual can make and use the invention. If the applicant is pointing to another invention to teach

Art Unit: 3684

their invention the applicant is clearly stating that their invention is not enabled by their own specification.

7. The applicant argues on page 15 of applicants arguments that Brodsky doesn't teach "receiving an indication that two or more enterprises with to negotiate a standard for collaborations between the two or more enterprises.... providing the two or more enterprises access to the set of one or more meta-model elements... receive selections of one or more meta-model elements... and communicating the negotiated meta-model to the two or more enterprises for collaborations between the two or more enterprises according to the standard for collaborations in the negotiated meta-model." The examiner respectfully disagrees. As what was previously stated by the examiner a meta-model is read as a description of the structure of what data fields are included in the agreement. Based on the broadest reasonable interpretation as used by the examiner receiving an indication that two or more enterprises with to negotiate a standard for collaborations between the two or more enterprises is clearly shown in (¶ 2490). And is further showed by the applicant that Brodsky teaches "sharing of calendars, collective writing, e-mail handling, shared database access, and electronic meetings, video conferencing, and other activities." Brodsky teaches the shared use of collaborative tools. In ¶ 2503 Brodsky providing access to a description of the structure of what data fields are included in the agreement as well as communicating the negotiated structure to the enterprises for collaborations between the enterprises.

Art Unit: 3684

8. The applicant argues on page 22 of applicants arguments that "Brodsky on which the Examiner relies to disclose these elements provides no mention of meta-model elements or of a negotiated meta-model." The examiner respectfully disagrees. As the applicant can be their own lexicographer the applicant can define their own terms. Thus the applicant only merely needs to define their terms in such away that would allow one of ordinary skill in the art to use it. The applicant has used terminology in which the examiner has used the broadest reasonable interpretation in the art in view of the specification. The examiner is not required to find art that uses the exact words "meta-model" and "negotiated meta-model."

Claim Rejections - 35 USC § 101

9. 35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

Claims 1-10 are rejected under 35 U.S.C. 101 because it claims a negotiation system which is a computer program claimed as software per se, i.e., the descriptions or expressions of the programs, are not physical things. They are neither computer components nor statutory processes, as they are not "acts" being performed. Such claimed computer programs do not define any structural and functional interrelationships between the computer program and other claimed elements of a computer which permit the computer program's functionality to be realized. The system as claimed merely is configured to store various pieces of information but doesn't specifically perform any of the listed tasks. Further, since a computer program is merely

Art Unit: 3684

a set of instructions capable of being executed by a computer, the computer program itself is not a process and is nonstatutory functional descriptive material. Since the process is non functional descriptive material none of the steps are positively recited thus the prior art merely needs to be configured to perform the steps.

Claim Rejections - 35 USC § 112

10. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

11. Claims 1-31 rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

12. Regarding claims 1-10, the claims are directed to a computer program per se thus it is unclear what the structure of the claim is. Is the applicant merely claiming a database for storage of information?

13. Regarding claims 1-31, the phrase "meta-model" renders the claim indefinite because it is unclear what the applicant means to be a meta-model. The applicant states in the specification that a "meta-model" describes a trade partner agreement. The examiner is reading meta-model to mean a description of the structure of what data fields are included in the agreement. Such as the uses in EDI and DTD.

Claim Rejections - 35 USC § 103

14. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

15. Claims 1-31 are rejected under 35 U.S.C. 103(a) as being unpatentable over Brodsky et al. (US 20020046294 A1) in view of Notani et al. (US 7039597 B1).

16. Referring to Claim 1, Brodsky teaches a storage medium stored therein a set of one or more meta-model elements, each of the one or more meta-model elements is incorporated into a negotiated meta-model that describes an agreement between two or more enterprises as to collaborations between the two or more enterprises, each of the one or more meta-model element comprising data describing a standard for collaboration between the two or more enterprises (§§ 111-131, 141, 146, 168, 90). Brodsky teaches receive an indication that two or more enterprises wish to negotiate a standard for collaborations between the two or more enterprises (§§ 2490). Brodsky teaches provide the two or more enterprises access to the set of one or more meta-model elements (§§ 2503). Brodsky teaches receive selections of one or more of the meta-model elements for negotiation and incorporation into a negotiated meta-model, the negotiated meta-model describing an agreement between the enterprises as to collaborations between the two or more enterprises (§§ 78, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches facilitate negotiation of the selected meta-model elements

Art Unit: 3684

between the two or more enterprises (§ 2490, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches incorporate negotiated meta-model elements into the negotiated meta-model for collaborations between the two or more enterprises (§ 2503, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches communicate the negotiated meta-model to the two or more enterprises for collaborations between the two or more enterprises according to the standard for collaborations in the negotiated meta-model (§ 2503). Brodsky does not specifically teach wherein the meta-models are predefined or newly defined. However, Notani teaches receive selection of one or more of the predefined meta-model elements and one or more meta-model elements is newly defined by at least one of the enterprises (col. 2, line 35 - col. 3, line 20, col. 18, lines 5-53). This known technique is applicable to the system of Brodsky as they both share characteristics and capabilities, namely, they are directed to collaboration software for negotiation of standards. One of ordinary skill in the art would have recognized that applying the known technique of Notani would have yielded predictable results and resulted in an improved system. It would have been recognized that applying the technique of Notani to the teachings of Brodsky would have yielded predictable results because the level of ordinary skill in the art demonstrated by the references applied shows the ability to incorporate such collaboration features into similar systems. Further, applying a predefined meta-model and one or more newly defined meta-model elements to Brodsky would have been recognized by those of ordinary skill in the art as resulting in an improved system that would allow for quicker collaboration in the case of the predefined meta-model elements and allow for the enterprise to submit a new type of meta-model element in the case of

Art Unit: 3684

a newly defined element. Because technology is rapidly changing the newly defined element allows for a change in the current collaboration that might be required for purposes of speed and accuracy.

17. Referring to Claim 2, Brodsky teaches wherein the meta-model negotiation service is configured to communicate the negotiated meta-model to collaboration software of the enterprises, the collaboration software configured to understand and collaborate according to the negotiated meta-model substantially automatically and substantially independent of modification to the collaboration software subsequent to negotiation of the meta-model (§§ 16, 2496, 17, 90, 146, 84).

18. Referring to Claim 3, Brodsky teaches wherein the agreement associated with the negotiated meta-model is machine-actionable at the collaboration software of the enterprises and reflects a private, differentiated standard for collaboration customized for particular needs of the enterprises (§§ 59, 1115, 1290).

19. Referring to Claim 4, Brodsky teaches wherein each of the one or more meta-model elements within the set comprise one or more of the following: role types; dimensions each comprising a supply chain element; dimensionalities each comprising a combination of supply chain elements; access of particular role types to particular dimensionalities; collaborative transaction types relative to particular dimensionalities;

Art Unit: 3684

shared operations visible to the at least two enterprises; temporal structures of collaborative transactions (§ 36, 2493, 2488, 55, 25, 36, 2493, 23, 107).

20. Referring to Claim 5, Brodsky teaches wherein each of the one or more meta-model elements specifying a collaborative transaction type relative to a particular dimensionality comprises one or more of the following: structure of the transaction; data elements associated with the transaction; a state model describing a life cycle of the transaction; access that a role type has to data elements of the transaction relative to a state of the transaction; actions that a role type can execute on the transaction relative to a state of the transaction; whether the transaction is a system of record or whether synchronization must occur with another system of record (§ 248, 2493, 125, 123, 183, 193).

21. Referring to Claim 6, Brodsky teaches wherein the set of the one or more meta-model elements is specified in a template (§ 1344-1363).

22. Referring to claim 7, Brodsky teaches wherein the meta-model negotiation service comprises a joint business planning network service (JBPNS) (§ 2490, 2503)

Art Unit: 3684

23. Referring to Claim 8, Brodsky teaches wherein the meta-model negotiation service is associated with a network service provider through which the enterprises can negotiate the set of one or more meta-model elements (§ 2487).

24. Referring to Claim 9, Brodsky teaches wherein the negotiated meta-model is represented using extensible markup language (XML) (§ 18-21, 79).

25. Referring to Claim 10, Brodsky teaches wherein a collaboration comprises execution of a business process or transaction according to the negotiated meta-model (§ 42, 2503, 792).

26. Referring to Claim 11, Brodsky teaches receive an indication that two or more enterprises wish to negotiate a standard for collaborations between the two or more enterprises (§ 2490, abstract). Brodsky teaches providing the two or more enterprises access to a set of one or more meta-model elements, each of the one or more meta-model elements is incorporated into a negotiated meta-model that describes an agreement between the two or more enterprises as to collaborations between the two or more enterprises, each meta-model element in the set comprising data describing a standard for collaboration between the two or more enterprises (§ 111-131, 146, 168, 141, 90). Brodsky teaches receive selections of one or more of the meta-model elements for negotiation and incorporation into a negotiated meta-model, the negotiated meta-model describing an agreement between the enterprises as to collaborations

Art Unit: 3684

between the two or more enterprises (§ 78, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches facilitate negotiation of the selected meta-model elements between the two or more enterprises (§ 2490, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches incorporate negotiated meta-model elements into the negotiated meta-model for collaborations between the two or more enterprises (§ 2503, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches communicate the negotiated meta-model to the two or more enterprises for collaborations between the two or more enterprises according to the standard for collaborations in the negotiated meta-model (§ 2503). Brodsky does not specifically teach wherein the meta-models are predefined or newly defined. However, Notani teaches receive selection of one or more of the predefined meta-model elements and one or more meta-model elements is newly defined by at least one of the enterprises (col. 2, line 35 - col. 3, line 20, col. 18, lines 5-53). This known technique is applicable to the system of Brodsky as they both share characteristics and capabilities, namely, they are directed to collaboration software for negotiation of standards. One of ordinary skill in the art would have recognized that applying the known technique of Notani would have yielded predictable results and resulted in an improved system. It would have been recognized that applying the technique of Notani to the teachings of Brodsky would have yielded predictable results because the level of ordinary skill in the art demonstrated by the references applied shows the ability to incorporate such collaboration features into similar systems. Further, applying a predefined meta-model and one or more newly defined meta-model elements to Brodsky would have been recognized by those of ordinary skill in the art as resulting in an improved system that

Art Unit: 3684

would allow for quicker collaboration in the case of the predefined meta-model elements and allow for the enterprise to submit a new type of meta-model element in the case of a newly defined element. Because technology is rapidly changing the newly defined element allows for a change in the current collaboration that might be required for purposes of speed and accuracy.

27. Referring to Claim 12, Brodsky teaches communicate the negotiated meta-model to collaboration software of the enterprises, the collaboration software configured to understand and collaborate according to the negotiated meta-model substantially automatically and substantially independent of modification to the collaboration software subsequent to negotiation of the meta- model (§§ 16, 2496, 17, 90, 146, 84).

28. Referring to Claim 13, Brodsky teaches wherein the agreement associated with the negotiated meta-model is machine-actionable at the collaboration software of the enterprises and reflects a private, differentiated standard for collaboration customized for particular needs of the enterprises (§§ 59, 1115, 1290).

29. Referring to Claim 14, Brodsky teaches wherein each of the one or more meta-model elements within the set comprise one or more of the following: role types; dimensions each comprising a supply chain element; dimensionalities each comprising a combination of supply chain elements; access of particular role types to particular

Art Unit: 3684

dimensionalities; collaborative transaction types relative to particular dimensionalities; shared operations visible to the at least two enterprises; temporal structures of collaborative transactions (§ 36, 2493, 2488, 55, 25, 36, 2493, 23, 107).

30. Referring to Claim 15, Brodsky teaches wherein each of the one or more meta-model elements specifying a collaborative transaction type relative to a particular dimensionality comprises one or more of the following: structure of the transaction; data elements associated with the transaction; a state model describing a life cycle of the transaction; access that a role type has to data elements of the transaction relative to a state of the transaction; actions that a role type can execute on the transaction relative to a state of the transaction; whether the transaction is a system of record or whether synchronization must occur with another system of record (§ 248, 2493, 125, 123, 183, 193).

31. Referring to Claim 16, Brodsky teaches wherein the set of the one or more meta-model elements is specified in a template (§ 1344-1363).

32. Referring to claim 17, Brodsky teaches wherein the meta-model negotiation service comprises a joint business planning network service (JBPNS) (§ 2490, 2503)

Art Unit: 3684

33. Referring to Claim 18, Brodsky teaches wherein the meta-model negotiation service is associated with a network service provider through which the enterprises can negotiate the set of one or more meta-model elements (§ 2487).

34. Referring to Claim 19, Brodsky teaches wherein the negotiated meta-model is represented using extensible markup language (XML) (§ 18-21, 79).

35. Referring to Claim 20, Brodsky teaches wherein a collaboration comprises execution of a business process or transaction according to the negotiated meta-model (§ 42, 2503, 792).

36. Referring to Claim 21, Brodsky teaches receive an indication that two or more enterprises wish to negotiate a standard for collaborations between the two or more enterprises (§ 2490, abstract). Brodsky teaches providing the two or more enterprises access to a set of one or more meta-model elements, each of the one or more meta-model elements is incorporated into a negotiated meta-model that describes an agreement between the two or more enterprises as to collaborations between the two or more enterprises, each meta-model element in the set comprising data describing a standard for collaboration between the two or more enterprises (§ 111-131, 146, 168, 141, 90). Brodsky teaches receive selections of one or more of the meta-model elements for negotiation and incorporation into a negotiated meta-model, the negotiated meta-model describing an agreement between the enterprises as to collaborations

Art Unit: 3684

between the two or more enterprises (§ 78, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches facilitate negotiation of the selected meta-model elements between the two or more enterprises (§ 2490, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches incorporate negotiated meta-model elements into the negotiated meta-model for collaborations between the two or more enterprises (§ 2503, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches communicate the negotiated meta-model to the two or more enterprises for collaborations between the two or more enterprises according to the standard for collaborations in the negotiated meta-model (§ 2503). Brodsky does not specifically teach wherein the meta-models are predefined or newly defined. However, Notani teaches receive selection of one or more of the predefined meta-model elements and one or more meta-model elements is newly defined by at least one of the enterprises (col. 2, line 35 - col. 3, line 20, col. 18, lines 5-53). This known technique is applicable to the system of Brodsky as they both share characteristics and capabilities, namely, they are directed to collaboration software for negotiation of standards. One of ordinary skill in the art would have recognized that applying the known technique of Notani would have yielded predictable results and resulted in an improved system. It would have been recognized that applying the technique of Notani to the teachings of Brodsky would have yielded predictable results because the level of ordinary skill in the art demonstrated by the references applied shows the ability to incorporate such collaboration features into similar systems. Further, applying a predefined meta-model and one or more newly defined meta-model elements to Brodsky would have been recognized by those of ordinary skill in the art as resulting in an improved system that

Art Unit: 3684

would allow for quicker collaboration in the case of the predefined meta-model elements and allow for the enterprise to submit a new type of meta-model element in the case of a newly defined element. Because technology is rapidly changing the newly defined element allows for a change in the current collaboration that might be required for purposes of speed and accuracy.

37. Referring to Claim 22, Brodsky teaches communicate the negotiated meta-model to collaboration software of the enterprises, the collaboration software configured to understand and collaborate according to the negotiated meta-model substantially automatically and substantially independent of modification to the collaboration software subsequent to negotiation of the meta-model (¶¶ 16, 2496, 17, 90, 146, 84).

38. Referring to Claim 23, Brodsky teaches wherein the agreement associated with the negotiated meta-model is machine-actionable at the collaboration software of the enterprises and reflects a private, differentiated standard for collaboration customized for particular needs of the enterprises (¶¶ 59, 1115, 1290).

39. Referring to Claim 24, Brodsky teaches wherein each of the one or more meta-model elements within the set comprise one or more of the following: role types; dimensions each comprising a supply chain element; dimensionalities each comprising a combination of supply chain elements; access of particular role types to particular

Art Unit: 3684

dimensionalities; collaborative transaction types relative to particular dimensionalities; shared operations visible to the at least two enterprises; temporal structures of collaborative transactions (§ 36, 2493, 2488, 55, 25, 36, 2493, 23, 107).

40. Referring to Claim 25, Brodsky teaches wherein each of the one or more meta-model elements specifying a collaborative transaction type relative to a particular dimensionality comprises one or more of the following: structure of the transaction; data elements associated with the transaction; a state model describing a life cycle of the transaction; access that a role type has to data elements of the transaction relative to a state of the transaction; actions that a role type can execute on the transaction relative to a state of the transaction; whether the transaction is a system of record or whether synchronization must occur with another system of record (§ 248, 2493, 125, 123, 183, 193).

41. Referring to Claim 26, Brodsky teaches wherein the set of the one or more meta-model elements is specified in a template (§ 1344-1363).

42. Referring to claim 27, Brodsky teaches wherein the meta-model negotiation service comprises a joint business planning network service (JBPNs) (§ 2490, 2503)

Art Unit: 3684

43. Referring to Claim 28, Brodsky teaches wherein the meta-model negotiation service is associated with a network service provider through which the enterprises can negotiate the set of one or more meta-model elements (§ 2487).

44. Referring to Claim 29, Brodsky teaches wherein the negotiated meta-model is represented using extensible markup language (XML) (§ 18-21, 79).

45. Referring to Claim 30, Brodsky teaches wherein a collaboration comprises execution of a business process or transaction according to the negotiated meta-model (§ 42, 2503, 792).

46. Referring to Claim 31, Brodsky teaches receive an indication that two or more enterprises wish to negotiate a standard for collaborations between the two or more enterprises (§ 2490, abstract). Brodsky teaches providing the two or more enterprises access to a set of one or more meta-model elements, each of the one or more meta-model elements is incorporated into a negotiated meta-model that describes an agreement between the two or more enterprises as to collaborations between the two or more enterprises, each meta-model element in the set comprising data describing a standard for collaboration between the two or more enterprises (§ 111-131, 146, 168, 141, 90). Brodsky teaches receive selections of one or more of the meta-model elements for negotiation and incorporation into a negotiated meta-model, the negotiated meta-model describing an agreement between the enterprises as to collaborations

Art Unit: 3684

between the two or more enterprises (§ 78, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches facilitate negotiation of the selected meta-model elements between the two or more enterprises (§ 2490, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches incorporate negotiated meta-model elements into the negotiated meta-model for collaborations between the two or more enterprises (§ 2503, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches communicate the negotiated meta-model to the two or more enterprises for collaborations between the two or more enterprises according to the standard for collaborations in the negotiated meta-model (§ 2503). Brodsky does not specifically teach wherein the meta-models are predefined or newly defined. However, Notani teaches receive selection of one or more of the predefined meta-model elements and one or more meta-model elements is newly defined by at least one of the enterprises (col. 2, line 35 - col. 3, line 20, col. 18, lines 5-53). This known technique is applicable to the system of Brodsky as they both share characteristics and capabilities, namely, they are directed to collaboration software for negotiation of standards. One of ordinary skill in the art would have recognized that applying the known technique of Notani would have yielded predictable results and resulted in an improved system. It would have been recognized that applying the technique of Notani to the teachings of Brodsky would have yielded predictable results because the level of ordinary skill in the art demonstrated by the references applied shows the ability to incorporate such collaboration features into similar systems. Further, applying a predefined meta-model and one or more newly defined meta-model elements to Brodsky would have been recognized by those of ordinary skill in the art as resulting in an improved system that

Art Unit: 3684

would allow for quicker collaboration in the case of the predefined meta-model elements and allow for the enterprise to submit a new type of meta-model element in the case of a newly defined element. Because technology is rapidly changing the newly defined element allows for a change in the current collaboration that might be required for purposes of speed and accuracy.

Conclusion

Any inquiry concerning this communication or earlier communications from the examiner should be directed to JAMIE H. SWARTZ whose telephone number is (571)272-7363. The examiner can normally be reached on 8:00am-4:30pm Monday-Friday.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Kambiz Abdi can be reached on (571)272-6702. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Art Unit: 3684

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/J. H. S./
Examiner, Art Unit 3684

/Jennifer Liversedge/
Primary Examiner, Art Unit 3684